

**DuPage Cycling Foundation's  
Ride For Homeless Veterans  
May 3, 2026**

**Assumption of Risk, Release of Liability, Covenant Not to Sue, Indemnification Agreement, and More.  
PLEASE READ CAREFULLY!**

THIS IS A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS for and in consideration of DuPage Cycling Foundation (DCF) allowing me to participate in the May 3, 2026 Ride for Homeless Veterans in any capacity (including as a rider, volunteer, spectator, contractor, or otherwise), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I agree as follows:

I agree to this Assumption of Risk, Release of Liability, Covenant Not to Sue, and Indemnification Agreement (Agreement) on behalf of myself and such Minor Participant as their parent or legal guardian):

**1. Open Public Roads** - I understand and agree this is a charity ride on open public roads which will not be closed to vehicular traffic for purposes of this ride. I understand and agree that these roads will have vehicular traffic and the ride does not close the roads for our use. I agree and understand that I must observe and obey all traffic laws, rules and regulations as I ride on these open and public roads.

**2. Assumption of Risk** - I am aware that cycling, cycling-related activities, or participation in this event involves inherent risks, including but not limited to collision with pedestrians, vehicles, other participants, animals, and fixed or moving objects; participants of varying skill levels. I am aware that event conditions - course construction, layout, obstacles and conditions including surface hazards such as gravel or potholes create risks to me as a participant. I am aware that equipment failure; inadequate safety equipment or use of equipment or materials provided to me by others influences these risk I assume I am aware of risks associated with manufactured and natural jumps, sickness or disease (including, without limitation, communicable disease), adverse weather conditions as well as situations beyond the immediate control of the Event organizers; and other undefined, not readily foreseeable and presently unknown risks and dangers. I fully understand that cycling is an extreme test of a person's physical and mental limits, and my participation in an Event may involve the risk of serious injury (including, without limitation, broken bones, head, or neck injuries), trauma, pain and suffering, permanent disability, paralysis and death, economic loss, property damage or other loss that may result from my actions, inactions or negligence, and also from the actions, inactions or negligence of others including, without limitation, any Releasee (as defined in Section 3 below).

I acknowledge and understand that the description of the risks listed above is incomplete and that the risks of participating in an Event may be dangerous, whether or not described.

**3. Waiver and Release of Liability** - I hereby forever release, waive, and discharge DCF and its affiliates (including without limitation its officers and board members); the Midwest Shelter for Homeless Veterans (including without limitation its employees and staff); Event participants (including without limitation athletes/riders, coaches, officials, and other personnel); the Event owner, director, licensee, and competition managers; the promoters, sponsors, or advertisers of any Event; the owners, managers, or lessors of any facilities or premises where an Event may be held or who are otherwise connected with an Event; law enforcement agencies and local governments connected with an Event; and all directors, officers, agents, employees, volunteers, vendors, and insurance companies of any of the aforementioned parties (individually and collectively, "Releasees") from any claims that may arise out of or are related to my participation in an Event, including without limitation claims arising from the negligent acts or omissions of Releasees.

**4. Indemnification.** I agree to hold harmless, defend, and indemnify Releasees (that is to, without limitation, defend and pay any judgment and costs, including without limitation investigation costs, court costs, legal fees, and attorney's fees) from any claims arising from my injury, death or loss due to my participation in an Event, including without limitation those arising from the risks assumed by me above in Sections 1 and 2. I further agree to hold harmless, defend, and indemnify Releasees against any claims of others arising from my conduct, acts or omissions during my participation in an Event.

**5. Covenant Not to Sue.** I shall not sue nor make any claim (or participate in any suit or claim) against any Releasees with respect to any released claim or any other matter addressed by this Agreement, including without limitation for injury, damage, death, or any other loss arising from or related to my participation in an Event. I understand that if I sue any Releasees, Releasees may seek to recover their costs from me, including without limitation legal fees.

**6. Health and Medical Treatment.** I represent that I am healthy and in proper physical condition to participate safely in an Event. I acknowledge that it is my responsibility to make such a determination and that I am responsible for my well-being while participating in an Event. I consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in an Event and to the release of my name and medical information by any third party to Releasees and their insurance carriers. I understand and agree that I am solely responsible for all costs related to such medical treatment.

**7. Equipment.** I accept responsibility for the condition and adequacy of my equipment and any equipment provided by others for my use. I shall wear a helmet that complies with USAC regulations and assume all responsibility for selecting such a helmet.

**8. Use of Information.** I understand that DCF may collect or receive my contact information in connection with this Agreement and use and share it for administration of the ride, participation in DCF events, and marketing purposes. I further acknowledge, agree, and consent that (a) DCF and its designees may share this information with third parties who need access to this information to perform services on DCF's behalf, (b) DCF may also share this information with select marketing partners.

**9. Media Grant.** I irrevocably grant and license to DCF, its affiliates and their respective designees the right to capture and use my image, likeness, name, voice, words, biographical information, or other proprietary or public rights or any other identifying characteristics, in any broadcast, telecast, photograph, video, or audio sound recording taken in connection with this Event, without compensation, notice or attribution, for any and all purposes, including without limitation any commercial use (so long as such commercial use does not imply my endorsement of any company, product or service), and in any and all media or manner, whether existing now or in the future. I understand that the foregoing prevents me from bringing any claims for such uses, including, without limitation, claims for invasion of privacy, defamation, or violation of publicity rights.

**10. Arbitration.** I agree that any dispute, claim, or cause of action regarding the terms of this Agreement, participation in Events, or any related matters or activities, shall be resolved before a single, private, impartial arbitrator in a confidential, final, and binding individual arbitration held DuPage County, Illinois, administered by the American Arbitration Association under its Commercial Arbitration Rules (or an equivalent arbitration company if the American Arbitration Association is not available), and not in court. There is no judge or jury in arbitration and discovery and appellate options may be more limited than in court. The arbitrator shall apply Illinois substantive law without reference to Illinois's choice of law rules and shall have the power to award any remedies available under applicable law but, to the fullest extent allowed by applicable law, may not award relief to anyone but the individual claimant. Any award cannot be received as evidence in any other case except to enforce the award itself. If, for any reason, a dispute is deemed non-arbitrable, I agree not to pursue the dispute in court as a class or representative action unless applicable law precludes such waivers. This Section 10 is not a substitute for the administration of, or actions or proceedings under or with respect to, the foregoing rules and policies of the third-party organizations described in Section 8 above.

**11. Governing Law; Jurisdiction.** This Agreement shall be governed by and construed under the laws of Illinois without regard to its choice of law rules. Any legal suit, action, or proceeding arising out of or relating to this Agreement that are non-arbitrable shall be instituted in the state or federal courts located in DuPage County, Illinois and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

**12. Minor Participants.** If I am accepting this Agreement on behalf of a Minor Participant, I represent that I am such Minor Participant's parent or legal guardian, I agree, consent to, join in and approve this Agreement on my own behalf and on behalf of such Minor Participant, and I acknowledge and agree that I and the Minor Participant are bound by all the terms of this Agreement. By accepting this Agreement without a parent or legal guardian's acceptance, I represent I am at least 18 years old (19 in Alabama).

**13. Severability.** If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision or invalidate or render unenforceable any other provision in any other jurisdiction, and such provision shall be modified in such instance to the extent reasonably necessary to make the provision valid, legal and enforceable.

**14. Binding Effect.** This Agreement shall be binding upon me and my respective successors, assignees, parents, legal guardians, subrogors, heirs, next of kin, legal and personal representatives, and anyone who obtains any rights from or through me. I have carefully read the preceding and understand its terms. I understand that I am giving up substantial rights, including my right to sue Releasees as set forth above. I acknowledge that I am signing this Agreement freely and voluntarily. I intend my electronic or handwritten signature to be a complete and unconditional release of all liability to the greatest extent permitted by law.

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Printed Name \_\_\_\_\_ Emergency Contact Name  
\_\_\_\_\_  
Signature \_\_\_\_\_ Emergency Contact Number  
PARENTAL / LEGAL GUARDIAN CONSENT  
\_\_\_\_\_  
Printed Name of Parent/Guardian \_\_\_\_\_ Date  
\_\_\_\_\_  
Signature of Parent/Guardian  
\_\_\_\_\_  
Date of Birth